

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
Borough of Haddon Heights
New Jersey**

and

**HADDON HEIGHTS EDUCATION ASSOCIATION
(Support Personnel)**

July 1, 2012

Through

June 30, 2015

PREAMBLE

This agreement entered into this 1st day of July 2012 by and between the

Board of Education, the Borough of Haddon Heights, New Jersey

hereinafter called the "Board"

and

*The Haddon Heights Education Association
(Support Personnel)*

hereinafter called the "Association"

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ARTICLE I RECOGNITION

A. The Board recognizes the Association as the majority representative pursuant to the provision of the "New Jersey Employer-Employee Relations Act," for collective negotiations concerning the terms and conditions of employment for all non-certificate personnel employed by the Board, but excluding certificate personnel, supervisory, administrative and confidential employees.

B. Unless otherwise indicated, the term "employee(s)" when used hereinafter in this agreement, shall refer to employees of the Board represented by the Association in the negotiating unit defined in Article IA.

C. In order to protect the exclusive rights and privileges granted to the Association and its representatives, the Board agrees not to negotiate concerning terms and conditions of employment identified in Article IA hereof with any organization other than the Association for the duration of this agreement.

ARTICLE II NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement after December 31, 2014.

B. The Association shall notify the Board of Education of its intent to begin negotiations on or before October 15. The first meeting between the Board and the Association will be held no later than January 15.

C. The Board agrees, subject to reasonable and timely request, to provide the Association with relevant information for collective negotiations which is in the public domain and within the knowledge of the Board.

D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

E. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III EMPLOYEE RIGHTS

A. Pursuant to Chapter I23, P.L. of 1974 and any amendments thereto, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and to other concerted

activities for mutual aid and protection. The Board agrees that there shall be no discrimination against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, institution or any grievance, complaint or proceedings under this agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee or the Board such rights as they may have under New Jersey School Law or other applicable laws or regulations.

C. No employee shall be prevented from wearing the unified teaching professional symbol identifying membership in the Association or its affiliates.

D. Discipline will not be imposed on an arbitrary or discriminatory basis.

E. Whenever an employee is required to appear before the Superintendent/Business Administrator, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Association present upon his/her request to advise him/her and represent him/her during such meeting or interview. Whenever any employee requests a meeting with the Superintendent/Business Administrator, Board, or any committee thereof concerning matters which could adversely affect the employment thereof, he/she shall be entitled to have a representative of the Association present to advise him/her in said meeting or interview.

F. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she has had the opportunity to review such material by affixing his/her signature to the copy being filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also has the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

F. Personnel records shall be considered confidential. The Board shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE IV **ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Board agrees to make available to the Association in response to timely and reasonable requests information in the public domain relevant to negotiations or grievance processing or that which could directly affect members of the Association.

B. Whenever any representative of the Association or any employee is required by the Board to participate during working hours in grievance procedures or meetings, s(he) shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations or be during any individually assigned work schedule.

D. The Association and its representatives shall have the privilege of using school facilities for after school use with prior notification and approval of the Superintendent/Business Administrator. The Superintendent/Business Administrator will retain the right to regulate after school use of school facilities and will designate the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment for extra janitorial service and service costs.

E. The Association shall have in each school building use of an Association supplied bulletin board. Should the administration object to any posted material, the Association agrees, after being informed as unsuitable, that it shall be removed and subject to the grievance procedure.

F. The Association shall have the use of assigned school mailboxes. Placement will be made by the authorized representative of the Association or his/her designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all materials placed in mailboxes shall be submitted to the building principal.

G. The Board and the Association agree that during the life of this contract, no RIF (reduction in force) will take place without prior notification of the Association. If such RIF is necessary, it shall be done in accordance with NJ Law. Any employee so dismissed will be placed on a recall list.

H. The Board will develop and forward to the Association president each year a seniority list from the official date of employment for all eligible employees as of September 15.

I. A meeting to discuss concerns of such distinct nature that they are outside of the realm of resolution by an immediate supervisor and/or principal can be requested by an officer of the Association with the Superintendent/Business Administrator at a mutually agreeable time. The initiations of such a meeting would be to keep organizational lines of communication open, but it must be insured that organizational protocol and procedure is followed (e.g., the purpose cannot be to overstep organizational lines of authority of principals, supervisors or foremen).

ARTICLE V SALARIES

A. The salaries of all employees covered by this agreement are set forth in the salary guide which is attached hereto and made a part hereof.

B. All employees will be placed on a semi-monthly pay program.

C. Checks will be available or mailed to employees no later than the last day of June for 10-month employees. -

D. A summer pay plan will be available for all 10-month employees.

E. Employee Compensation for wages for the total full-time salaried employees shall be increased by an aggregate of two (2) percent for each of the three years of this Agreement.

F. Employee Compensation wages for hourly employees shall increase by \$.30 per hour in each of the first two (2) years of this Agreement and by \$.35 per hour in the third year of this Agreement.

ARTICLE VI INSURANCE PROTECTION

For the purpose of this article, an eligible employee is defined as one who is contracted to work a minimum of thirty (30) hours per week.

A. The Board of Education, for the duration of the contract, will pay for preferred provider dependent coverage under Amerihealth of New Jersey at the rate of 100% or equivalent plan/coverage mutually investigated and agreed upon. If an employee elects a medical insurance plan other than the preferred provider plan, the employee shall be responsible for the payment of the difference between the two premiums. This shall be collected by the Board of Education through payroll deduction pro-rated per pay period. Anyone hired to work fulltime (30 hours or more weekly) from September through June will be entitled to salary according to our Guide as well as health benefits (after 60 days).

B. The Board of Education, for the duration of the contract, will provide for family coverage for dental work, in accordance with the guidelines/procedures of the dental plan in effect. Employees shall be permitted to opt out of the dental plan.

C. The Board reserves the right to change insurance carriers as long as substantially similar benefits are provided. The Association agrees that should there be any changes in the medical or dental benefits with the Haddon Heights Education Association, either party may reopen negotiations on these specific benefits.

D. An employee who is eligible for dependent coverage may elect not to obtain dependent health insurance coverage through the Board of Education. The employee shall notify the Superintendent of his/her election to opt-out of coverage by May 1 of each year. An employee's election shall be effective September 1. At the time of election, the employee shall sign a disclosure notice evidencing that any monies received are non-pensionable; taxable; subject to withholding taxes; understanding the risk of non-coverage; and such other notices and/or disclaimers as deemed required by the Board of Education. If an employee elects to opt-out of coverage, the employee may obtain coverage at a later date, when eligible, as defined by the health insurance plan and regulations then in effect. If an employee elects to opt-out of coverage, the following allowances will be granted:

- an employee opting out of family coverage and retaining no coverage will receive \$4,000.00
- an employee opting out of family coverage and retaining single coverage will receive \$2,000.00

- an employee opting out of husband/wife coverage and retaining no coverage will receive \$3,000.00. If retaining single coverage, the employee will receive \$1,500.00
- an employee opting out of parent/child coverage and retaining no coverage will receive \$2,000.00. If retaining single coverage, the employee will receive \$1,000.00

If an employee re-enters the plan before twelve (12) months have elapsed from the selection to opt-out, the employee shall reimburse the Board for the payment received on a pro-rata basis. This reimbursement will be by payroll deduction. Payment to the employee will be in two (2) payments, with one payment on December 30 and the second payment on June 30.

E. Family coverage will be made available to only one member of a married Haddon Heights couple. The other member may select single coverage or opt out of coverage. Two currently married Haddon Heights employees (as of July 1, 2006) may retain dual family coverage if so covered as of this date. All new single employees must select Direct Access as their base plan without cost.

F. Anyone who is employed continuously from September 1 to June 30 as a full-time employee in the same position will be placed on the Salary Guide and provided with health benefits.

ARTICLE VII TRANSFERS AND ASSIGNMENTS

A. A notice of the vacancy in all existing positions or newly created positions shall be posted on Association official bulletin boards, in each school, within fifteen (15) days after the vacancy can be made known as determined by the Superintendent of Schools, giving due consideration to transfers, upgrading, retirement and/or category assignments. Employees within the district will be considered based on qualifications for that particular category for all positions prior to the public posting of the position.

B. An employee who desires a change in assignment or who wishes to transfer to another building, may file a written request of such desire with the Superintendent not later than the first of the month. Such statement shall include the position to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference. The aforementioned statement of desire is non-binding and is for considerational or informational purposes only.

C. Notice of involuntary transfer or assignment should be sent, in writing, to the employee as soon as practical and, except in cases of emergency, not later than two weeks before reassignment. The reason for the change in assignment or school location will be discussed in a meeting between the employee involved and the building supervisor/principal and/or Superintendent, where applicable.

D. It is the exclusive province of the Board to determine matters relating to promotion, transfers and reassignments. Such decisions of the Board shall not be subject to the grievance procedure of this agreement.

ARTICLE VIII **EMPLOYEE EVALUATIONS AND DISCIPLINE**

A. All evaluations of an employee shall be made openly and with the knowledge of the employee.

B. Following an evaluation of an employee's performance, a written report shall be made. If the employee disagrees with the evaluation, (s)he may indicate, under his/her signature within five (5) days, a statement indicating specific reference in which there is disagreement. This shall become part of the employee's official record. The signature of the employee signifies that (s)he read the evaluation and made comments.

C. Periodic work status reports will be written throughout the year as the need exists with the knowledge of the employee. These reports can consist of job progress reports, commendations, reprimands and any other written documentation and will be acknowledged by the employee and placed in his/her personnel file. For any negative material, the employee has the right to present a rebuttal which will be attached to the appropriate document.

D. Employees have the right, once a year, to review with the Superintendent their personnel file under reasonable and timely conditions established by the Superintendent. The employee retains the right to petition to remove any documents from his/her file, excluding formal observations and evaluation reports. Such petition to remove documents may be submitted to the grievance procedure.

ARTICLE IX **PROFESSIONAL DEVELOPMENT**

Professional Development. The Board of Education will refund to employees the tuition cost of work related courses taken under the following conditions:

A. The employee must have prior written approval by the Superintendent before taking any course in order to be eligible for reimbursement. The proper request form must be utilized for reimbursement (e.g., by submission of the Course Approval Request form).

B. The courses shall not be a repetition of ones previously taken and must be realistically related to job area.

1. Secretaries may take courses, workshops and seminars to improve their skills.
2. Custodians may improve their skills or expand their knowledge of job related skills (e.g., electrician, maintenance, carpentry, etc.)

3. Bus drivers shall be reimbursed for their license, physicals given by school doctor, defensive driving courses or other related programs by the Board.
4. Teacher aides may take courses, workshops, or seminars which will improve their performance in their school related duties.
5. Any support staff employee who is qualified to substitute shall be compensated at the greater daily rate for each day he/she is utilized (e.g., when support staff regular daily rate is more than the substitute daily rate, the employee will be compensated at the higher rate).

C. The course must have been taken while the employee was in the employ of the Board.

D. The Board will fully refund the cost of tuition, course textbooks and related fees, to a maximum of \$700.00 for any one employee in a single twelve (12) month period. The Board's obligation for this benefit shall not exceed \$7,000.00 per year. Reimbursement shall be pro-rated so that the Board's obligation is not exceeded in any one contract year. Such refunds will be made in the fall for courses taken the preceding year (e.g., September 1 to August 31 – 12 months), to employees still in the Board's employ, upon presentation to the Superintendent indicating successful completion of the course(s) on the approved tuition reimbursement form, receipted tuition bill and transcript of credit (to be submitted no later than September 5th of the reimbursement year). All records of courses shall become part of the employee's record. Reimbursement will be made by October 15th.

E. Black seal stipend shall be \$800.00 unless an employee holding the same works equal to or in excess of twelve (12) overtime hours during the contract year. In such a situation, the stipend will be increased to \$900.00 for that contract year.

ARTICLE X LEAVES OF ABSENCE

A. Sick Leave. All twelve (12) month employees under contract shall be entitled to twelve (12) days sick leave and all ten (10) month employees will be entitled to ten (10) days sick leave as of the first contract day of the fiscal year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.

Whenever an employee's absence due to personal illness exceeds the annual sick leave and accumulated sick leave days, the Board of Education may, at its discretion, permit additional days for an extended illness on a case-by-case basis.

Any employee who has ten (10) years of service in the Haddon Heights School District and retires from the school district after June 30, 1991, shall be reimbursed at a rate of \$30.00 for each day of accumulated unused sick leave up to a maximum of 100 days. Employees would become eligible for this benefit only upon full service retirement age or conditions or disability retirement as established by the Public Employees Retirement System. In the event of the death of an eligible employee after retirement, the payment would be made to the employee's estate.

A committee of representatives from the BOE and HHEA will meet to mutually develop terms and language for a sick day bank.

B. Personal Leave of Absence. The Board realizes that emergencies other than illness occasionally make it necessary for employees to be absent from school. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year and is therefore not cumulative, except for paragraph 5 of this section.

1. An allowance of up to five (5) days leave shall be granted for the death of a father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, maternal/paternal grandparents. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within ninety (90) days of death with prior approval of the Superintendent.

2. An allowance of up to three (3) days leave shall be granted for the death of another relative. A relative shall be defined as a sister-in-law, brother-in-law, niece, nephew or grandchild. This leave shall be consecutive and commence no later than the day following the death without prior approval of the Superintendent or within thirty (30) days of death with prior approval of the Superintendent. An allowance of 1 day shall be granted for the death of first cousin, aunt or uncle.

3. An allowance of up to three (3) days leave may be granted for illness of spouse or dependent child or serious illness of father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, maternal/paternal grandparents.

4. Leave will be granted for the full time that an employee participates in jury duty.

5. An allowance of up to three (3) days leave with at least 48 hours advance notice when possible (except in emergency situations and then notice shall be provided by phone or email prior to the scheduled start time) shall be granted for reasons of a personal nature. Any unused personal days shall be converted to sick days.

6. Educational leave may be granted with prior approval of the Superintendent for:

- (a) Attendance at conferences for technical improvement.
- (b) Representing the Haddon Heights School District at civic, public or educational meetings.
- (c) Visiting other related work areas out-of-district for self-improvement as assigned by the Superintendent/Business Administrator.

For the protection of the employee and proper payroll procedures, every absence must be accounted for in writing and reported to the Superintendent's office on the proper form.

Absences not covered by any of the above provisions will cause salary reductions on a pro-rated basis for each classification consisting of the number of work days for that year for that classification.

C. Maternity Leave/Parent Leave

(1) A pregnant employee may apply for a leave of absence. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a specific date following birth as set forth herein or in accordance with Board Policy. A pregnant employee shall be entitled to use sick leave pursuant to the provisions of the negotiated agreement and in accordance with the Family Leave Act for pregnancy related illness or disability. Any leave of absence granted hereunder shall be without pay or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act for pregnancy related illness or disability.

Maternity leave shall be subject to the following conditions:

(a) An employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed but not later than 120 days before the anticipated date of birth.

(b) A request for maternity leave shall include a statement from the physician confirming the pregnancy and anticipated date of birth. The request shall also state whether the leave requested is without pay and/or benefits; sick leave for maternity related disability or illness; or pursuant to the Family Leave Act.

(c) An employee is entitled to use sick leave for pregnancy related illness or disability for the time period which shall not commence prior to twenty (20) days before the anticipated date of birth and shall terminate no later than twenty (20) days subsequent to the date of birth. If an employee has insufficient sick leave to cover the period prior to twenty (20) days before through twenty (20) days subsequent to the date of birth, then the leave shall be without pay or benefits unless contrary to the Family Leave Act.

(d) Any employee seeking a leave of absence hereunder shall apply to the Board for said leave to begin at any time prior to birth. At the time of application, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board will require a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician.

Where medical opinion is supportive of leave dates requested, such leave will be granted except that the Board may change the requested dates upon finding that the granting of a leave for those dates would interfere with educational continuity and provided that such date change by the Board is not medically contra-indicated.

The commencement or termination of such dates may be further extended or reduced for medical reasons upon application to the Board. The Board will require a certificate from a physician in support of this request. The physician's certificate is subject to agreement by the Board's physician. Such extension or reduction will be granted for a reasonable period of time except that the Board may change the requested date upon finding that such extension or reduction would interfere with educational continuity and that such date change by the Board is not medically contra-indicated.

(e) Unless a different date is specifically permitted under this Article or the Family Leave Act, the termination date of a leave of absence hereunder shall be September 1st or the beginning of the second semester only. Notification of intent to return from Maternity Leave, or resignation, shall be made in writing to the Superintendent of Schools sixty (60) days prior to the scheduled termination of the leave of absence. Employees returning to employment in September shall give notice to the Superintendent no later than April 15th prior thereto. Failure to notify of intent to return as specified herein will be deemed a waiver by the employee of her right to return to duty.

(f) After the fifth month of pregnancy, the employee shall furnish the Superintendent, every thirty (30) days, with a certificate from her attending obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

(g) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

(h) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the employee's pregnancy interferes with the performance of her duties shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the employee to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the employee to perform her duties.

(i) Notwithstanding the language herein, a request for a finding by a principal or other administrator that the employee's condition after return from childbirth or pregnancy related illness or disability interferes with the performance of her duties shall be documented in writing and referred through the Superintendent to the Board of Education. The Board may require the employee to submit to a medical examination by a physician selected by the Board. The Board shall, upon recommendation of the Superintendent and within its discretion, make a determination as to the ability of the employee to perform her duties.

(j) Any leave of absence granted a non-tenured (probationary) employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.

(k) Except as provided herein, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.

(l) Time spent on maternity leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(m) All benefits to which employees were entitled at the time the leave hereunder commenced and which are still available to employees at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to employees returning from leave hereunder; and they shall be assured their original position or similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

(2) A tenured employee may request a parental leave of absence. Any leave of absence granted hereunder shall be without pay and/or benefits unless such pay and/or benefits are specifically provided in this Article or the Family Leave Act. Parental leave of absence is limited to the following circumstances and conditions:

(a) Any tenured employee who adopts an infant may receive a leave without pay and/or benefits for up to one year for the purpose of caring for the infant. The leave shall commence upon receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption.

(b) Any tenured employee may receive a leave without pay and/or benefits for up to one year for a serious, chronic illness of a child, spouse or dependent parent or dependent sibling.

(c) Any tenured employee who becomes a biological parent may receive a leave without pay and/or benefits of up to one year for the purpose of caring for the infant.

(d) The Board reserves the right to set the term of the leave requested hereunder within reasonable limits in the best interest of the schools.

(e) An employee shall notify the Superintendent of his/her request for leave hereunder no later than 120 days before the anticipated start of such leave.

(f) Time spent on parental leave shall not count towards fulfillment of time requirements for acquiring tenure, nor shall it count toward placement on the salary guide or for seniority or leave accrual of any sort.

(g) All benefits to which employees are entitled at the time the leave hereunder commenced and which are still available to employees at time of return, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to employees returning from leave hereunder; and they shall be assured their original position or

similar position within their area of interests, abilities and training following completion of leave hereunder, provided they notify the Superintendent of Schools of their interest to return prior to February 1st.

3. Leave for military reasons, up to ninety (90) days, will be granted by the Board as ordered by action of the Adjutant General's Office to any regular employee who is a duly qualified member of the reserved components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when work is not scheduled. During the leave, employees shall receive their regular salary in addition to any salary they receive from the state or federal government.
4. Other leaves of absence, without pay or benefits, may be granted by the Board at its sole discretion which, in its opinion, are for good cause.

D. Extended Leaves of Absence. Occasionally, it is necessary for employees to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the employee.

The following provisions are set to guide the manner in which certain emergencies are to be treated. For the purposes of this section, an eligible employee is defined as an individual who is not a probationary employee.

1. Pension and other employment rights of employees who shall enter active military service shall be protected.

Any leave of absence granted an employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

E. An employee on day or night shift who is required to serve as a member of a jury or receives a court subpoena shall receive full pay for such days, less the remuneration received for such service. Members who work the night shift shall not be required to work on a day when they have served on jury duty.

F. An employee who is assaulted or receives any injury related to his/her employment shall immediately report said assault or injury to his/her immediate supervisor. The assaulted or injured employee may be required to report to the school doctor at Board expense or to a doctor of his/her choice at the employee's expense.

ARTICLE XI DEDUCTIONS FROM SALARY

Employee authorized payroll deductions from salary may be made for any of the following reasons:

- A. Contribution to tax sheltered programs determined by the Board and Association.
- B. A disability insurance company.

C. The annual dues for the Haddon Heights Education Association, Camden County Education Association, National Education Association.

D. Employee contributions to credit union programs determined by the Board and the Association as authorized by the employee.

E. In the event that the Board agrees to allow the Haddon Heights Education Association to collect a representation fee, the Association will be permitted to collect an appropriate fee based on statute, procedures and regulations from those individuals who are represented by the Association but who do not have member status.

ARTICLE XII **MISCELLANEOUS PROVISIONS**

A. If any provision of this agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of that provision not voided shall continue in full force and effect.

B. Copies of this agreement shall be copied at the shared expense of the Board and Association and presented to all unit employees employed by the Board.

C. No employee will use his/her private vehicle to do any form of district work without prior consent/authorization of the Superintendent/Business Administrator. If prior permission is granted for private vehicular use to perform district work, said employee will be compensated at the rate set by the applicable State OMB Circular. When using privately owned vehicles, the insurance carrier of the Board is responsible for liability insurance only after the owners' benefits have expired. Whenever an employee's vehicle is damaged in a collision, accident or through vandalism that occurs in the course of authorized use of the vehicle for approved school purposes, the district shall reimburse the employee only the deductible portion of the employee's auto insurance, up to a maximum of \$500.00. Employees who use their cars for school business must have their vehicle insured in the amount statutorily required by the State of New Jersey.

D. The Board shall initially, upon employment, provide each custodial employee with three (3) complete uniforms. Due to normal wear/tear or size change, a uniform can be replaced upon turn in of the uniform, as determined by the Business Administrator.

E. Schedules shall be developed and utilized after completion of negotiations and put into force by July 1. Should negotiations go beyond July 1, all previous conditions will continue in effect until ratification of this contract. All benefits and monies negotiated will be retroactive to July 1.

F. The District shall provide a Section 125 Plan into which an employee may enroll.

ARTICLE XIII
GRIEVANCE PROCEDURE

A. Definition. A “grievance” shall mean a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment.

B. Purpose. The purpose of this procedure is to provide a means for those employees covered by this contract to process complaints. It is agreed that these proceedings will be kept confidential.

C. Procedure:

1. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and the parties shall attempt to expedite the process wherever possible.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement of the parties.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

4. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable regulations of the Board until such grievance and any effect thereof shall have been duly determined.

5. A grievance to be considered under the procedure must be initiated by the grievant (the employee or the Association) within ten (10) working days from the time when the grievant knew of its occurrence.

6. The grievant shall initiate the grievance by first discussing it with the immediate superior in an attempt to resolve the matter, informally, at that level.

7. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) working days, the employee and his/her representative shall set forth the grievance in writing, within ten (10) working days, to the immediate supervisor, specifying:

- (a) The date of the occurrence giving rise to the grievance.
- (b) The date the grievance is filed.

- (c) The nature of the grievance.
- (d) The specific provisions of the contract or specific board policies allegedly violated.
- (e) The remedy being sought, and
- (f) Require all documents supporting grievance to be attached.

The immediate supervisor shall communicate the decision to the employee in writing within ten (10) working days of receipt of the written grievance.

8. The employee grievant, no later than ten (10) working days after receipt of the decision of the immediate supervisor, may appeal the decision to the Superintendent of Schools. A copy of the written grievance and written decision shall be properly referred to the Association at each step of the grievance procedure.

9. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The Superintendent shall communicate the decision in writing to the employee grievant, to the Association, and to the immediate supervisor.

10. If the grievance is not resolved to the grievant's satisfaction, the grievant, not later than ten (10) working days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. Except for:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

- (b) A complaint of an employee which arises by reason of not being reemployed; or

- (c) A complaint by any certificated personnel occasioned by appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required.

The Board, at its option, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association ten (10) working days of receipt of the appeal, or if a hearing is granted, within ten (10) working days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

11. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and grievant wishes review by a third party, grievant shall so notify the Association within ten (10) working days of receipt of the Board's decision. If the

Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable arbitrator.

12. The following procedure will be used to secure the services of an arbitrator:

(a) A joint request by the Association and the Board will be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine within ten (10) working days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(d) The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

13. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly, in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

D. Costs. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the expense. In the event an arbitrator's fee is incurred due to a cancellation of an arbitration hearing, the party who canceled the hearing shall be liable for the full fee for that canceled hearing.

E. Rights of Employees by Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by themselves, or, at his/her option, by the Association, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in

process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and Association agree that no reprisals of any kind shall be taken by the Board or the Association or their agents against any participant in the grievance procedure by reason of such participation.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. All meetings and hearings under this procedure shall be considered private, shall be held after school hours and include only those individuals as specified in the contract or those who may be required by the Board/Association.

6. A representative of the Association shall have the right to be present and speak at all grievance hearings at levels 3 and 4 of the grievance.

F. Grievance Forms: Forms for the grievance procedure are attached as Schedule D.

ARTICLE XIV **WORK HOURS SUPPORT STAFF**

Work hours of support staff employees shall be as follows:

A. Custodians' work shift will be eight (8) hours, fifteen (15) minutes including a thirty (30) minute duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break. Starting times, lunch and break times shall be established by the employer.

B. Secretaries' work shift will be eight (8) hours including a one (1) hour duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break during the school day. During summer hours, the work shift will be nine and one quarter (9 ¼) hours including a forty-five (45) minute lunch break and one (1) fifteen minute coffee break daily. Starting times, lunch and break times shall be established by the employer.

C. Secretaries will not be required to attend work on inclement weather days when school is closed. The secretaries' workday will end one half-hour after the teachers' workday on in-service days.

D. All aides shall work the same hours and shall be entitled to the same amount of time for lunch as the teaching staff of the level (high school or elementary) to which they are assigned.

When additional hours are needed to be worked by aides in order to meet educational and/or programmatic needs, such increases in the hours of aides may be considered on the basis of seniority where feasible. Such efforts will not include any increase in hours which would

change any part-time staff member to a full-time status. Any change in the status of a part-time employee to full-time status may be made at the discretion of the Superintendent.

E. Due to variability in scheduling routes, each bus driver's established schedule will be assigned by the Superintendent/Business Administrator. Each bus driver will receive his/her schedule by the first day of school with the exception of schedule changes dictated by emergency or student placement.

F. Summer hours for all employees shall become effective upon notification by the Superintendent/Business Administrator.

ARTICLE XV **EXTRA PAY FULL-TIME SUPPORT STAFF**

A. Overtime for full-time employees will be payable at the rate of one and one half (1½) times the hourly rate for all work beyond the normal work week for those groups as referenced in Article XIV, Sections A and B. This overtime rate shall be in effect for weekday and Saturday overtime. Sunday and scheduled holiday overtime shall be payable at the rate of two (2) times the hourly rate. For the purposes of calculating hourly rates, twelve month employees will be considered to have worked 240 days per year and ten month employees will be considered to have worked 200 days per year. Full-time employees who work overtime will be allowed one fifteen (15) minute break to be taken during each four (4) hour consecutive period of time worked. The employee will still be paid for the full 4 hour period.

B. If any custodian is required to report to work before or to report back after his/her normal work shift as authorized by his/her supervisor or by a police emergency, he/she shall receive a minimum of two (2) hours pay at his/her daily hourly rate. If the emergency exceeds one (1) hour, the employee will be entitled to the overtime rate.

C. If an employee has an unauthorized absence in the week in which he/she is to work overtime, the overtime rate will not be in effect until those hours missed have been recovered.

D. If overtime is available within a building, employees in that building, including the foremen, will have the right of first refusal. The Board reserves the right to assign overtime on a rotating basis based on qualifications and seniority.

EXTRA PAY PART-TIME SUPPORT STAFF

E. All work beyond a bus driver or part-time staff's schedule shall be offered on a rotating basis. Overtime for part-time workers will be payable at the rate of one and one half (1½) the hourly rate and will begin after a combined eight (8) hour shift or forty hours in any one week. If any overtime includes a Sunday or scheduled holiday, then the rate compensated shall be twice the hourly rate.

ARTICLE XVI
HOLIDAYS SUPPORT STAFF

A. Payment for holidays for aides, custodians and secretaries is included in their annual salaries.

Custodians – Although they receive no additional compensation for holidays unless worked, custodians are entitled to the following days off:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

B. If a holiday listed in Section A occurs on a weekend day, employees shall receive the day before or day after as a holiday as determined by the Superintendent/Business Administrator.

WORK YEAR – SUPPORT STAFF – TEN MONTH EMPLOYEES

C. Ten month secretaries' work year shall be from September 1 – June 30. All secretaries shall work the school calendar when school is in session. On single session days (the day prior to the winter break and the day prior to Thanksgiving break), all secretaries will be required to work a five hour day without lunch. These hours will begin with their normal start time. However, in an emergency situation when administrators are required to work during a time that school is normally not in session, secretaries may be required to work.

D. Teacher aides shall work the school calendar.

E. Bus drivers will be paid only for hours actually worked. A thirty (30) minute warm-up time will be included in the run.

MISCELLANEOUS PROVISIONS

F. Where possible, custodial staff shall work the day shift when students and staff are on recognized breaks in the school schedule (e.g., Christmas, Easter and summer). Cases of hardship or emergency will be considered as exceptions and on a case-by-case basis.

G. Custodians and bus drivers may attend the NJEA Convention for one day, alternating days, as a professional day. Neither all bus drivers nor custodians may attend the convention on the same professional day (50-50 split). The procedure for obtaining a

professional day for the Convention is the same as for any assigned professional day as follows:

1. The day must be requested on the proper form.
2. The day must be approved by the Superintendent/Business Administrator.
3. Proof of attendance and write-up must be submitted.

H. The night-shift (3 PM -- 11 PM) Support Staff employees will be allowed to "call-out" by calling the Business Administrator or a secretary in the BOE office if they are going to be absent for their work-shift that day.

ARTICLE XVII **VACATIONS SUPPORT STAFF**

A. All vacation time must be scheduled in advance and is subject to the approval of the Superintendent/Business Administrator. All vacations shall be considered in accordance with seniority status.

B. With the approval of the Superintendent, any staff members employed on a twelve (12) month basis may take two (2) weeks' vacation during the school year. Any additional time may be granted by the Superintendent or Business Administrator.

C. Vacations must receive approval of the employee's immediate supervisor at least four (4) weeks in advance of the beginning date of leave (special consideration may be given to emergencies; i.e., family illness, etc.).

D. Requests for vacation must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision has been made.

ARTICLE XVIII **EMPLOYMENT PROCEDURES SUPPORT STAFF**

A. All employees shall receive thirty (30) days notice for dismissal and shall be entitled to all earned vacation days.

B. Any employee dismissed shall be entitled to appeal his/her dismissal.

C. Any employee who wishes to resign shall give thirty (30) days notice and shall be entitled to all earned vacations. In the event such notice is not given by the employee, said employee shall forfeit such earned vacation time.

D. Any newly hired support staff member shall have a ninety (90) day probationary period and shall not be permitted to utilize the grievance procedure.

E. Any employee who moves from a ten (10) month position to a twelve (12) month position shall receive credit for all time earned for the purpose of vacation time and seniority. Any part-time employee who moves to a full-time position shall receive pro-rated credit for the time employed (e.g., ten (10) years half time equals five (5) years full-time).

ARTICLE XIX
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2012, and shall continue in effect until midnight, June 30, 2015. This agreement shall not be extended by written or oral agreement and is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers all as of the day and year first written above.

ATTEST: BOARD OF EDUCATION
BOROUGH OF HADDON HEIGHTS
NEW JERSEY

M. J. Stutton
Secretary

BY: Robert A. Kitchener
President

9-4-12
Date

ATTEST: HADDON HEIGHTS EDUCATION ASSOCIATION

Linda J. Giorgio
Secretary

BY: Tim George
President

9.4.12
Date

SUPPORT STAFF SALARY GUIDE 2012-2013 THROUGH 2014-2015

Secretaries	10 Month		
Fiscal Year	2012-2013	2013-2014	2014-2015
Level	Salary	Salary	Salary
1	\$24,000	\$24,300	\$24,600
2	\$24,500	\$24,800	\$25,000
3	\$25,100	\$25,300	\$25,500
4	\$25,600	\$25,800	\$26,000
5	\$26,000	\$26,300	\$26,500
6	\$26,600	\$26,800	\$27,000
7	\$27,200	\$27,400	\$27,500
8	\$27,700	\$28,000	\$28,000
9	\$28,300	\$28,600	\$28,650
10	\$29,000	\$29,100	\$29,200
11	\$29,800	\$29,800	\$29,900
12	\$30,760	\$30,760	\$30,600
13	\$31,750	\$31,370	\$31,450
14	\$33,000	\$32,500	\$32,000
15	\$34,700	\$34,700	\$33,130
16	\$35,580	\$35,600	\$35,100
17	\$36,600	\$36,285	\$36,300
18	\$38,300	\$37,400	\$36,950
19	\$39,200	\$39,200	\$38,000
20	\$40,000	\$40,000	\$40,000

Secretaries	12 Month		
Fiscal Year	2012-2013	2013-2014	2014-2015
Level	Salary	Salary	Salary
1	\$28,700	\$29,000	\$29,300
2	\$29,300	\$29,500	\$29,700
3	\$29,900	\$30,100	\$30,100
4	\$30,600	\$30,700	\$30,700
5	\$31,000	\$31,400	\$31,400
6	\$31,600	\$32,000	\$32,000
7	\$32,400	\$32,800	\$32,800
8	\$33,700	\$33,700	\$33,700
9	\$35,150	\$35,150	\$34,600
10	\$36,120	\$36,120	\$35,980
11	\$37,000	\$37,010	\$36,900
12	\$38,800	\$38,800	\$38,000
13	\$40,300	\$40,400	\$40,000
14	\$42,000	\$42,000	\$41,400
15	\$43,600	\$43,700	\$43,200
16	\$45,000	\$45,200	\$45,200
17	\$46,700	\$46,700	\$46,700
18	\$48,830	\$47,800	\$48,000
19	\$51,095	\$50,100	\$48,350
20	\$51,900	\$52,000	\$50,700

SUPPORT STAFF SALARY GUIDE 2012-2013 THROUGH 2014-2015

Accounts Payable/Payroll			
Fiscal Year	2012-2013	2013-2014	2014-2015
Level	Salary	Salary	Salary
1	\$32,800	\$33,000	\$33,300
2	\$33,400	\$33,500	\$33,700
3	\$34,500	\$34,500	\$34,700
4	\$35,500	\$35,500	\$35,600
5	\$37,000	\$37,000	\$37,200
6	\$39,000	\$38,500	\$38,500
7	\$40,900	\$40,500	\$40,500
8	\$42,900	\$42,500	\$42,500
9	\$44,200	\$44,400	\$44,400
10	\$44,900	\$45,000	\$45,400
11	\$45,900	\$46,000	\$46,000
12	\$47,300	\$47,300	\$47,300
13	\$49,200	\$48,800	\$48,800
14	\$51,300	\$50,650	\$50,400
15	\$52,650	\$52,700	\$52,350
16	\$53,450	\$53,460	\$53,700
17	\$54,250	\$54,260	\$54,400
18	\$55,050	\$55,100	\$55,400

SUPPORT STAFF SALARY GUIDE 2012-2013 THROUGH 2014-2015

Skilled Maintenance

Fiscal Year	2012-2013	2013-2014	2014-2015
Level	Salary	Salary	Salary
1	\$29,000	\$29,200	\$29,400
2	\$29,600	\$29,800	\$30,000
3	\$30,200	\$30,200	\$30,500
4	\$30,700	\$30,900	\$31,000
5	\$31,520	\$31,700	\$31,900
6	\$32,900	\$32,700	\$32,800
7	\$34,000	\$34,000	\$34,000
8	\$35,000	\$35,000	\$35,000
9	\$36,315	\$36,000	\$36,000
10	\$36,620	\$36,750	\$36,800
11	\$37,340	\$37,700	\$37,900
12	\$38,865	\$38,800	\$39,000
13	\$40,200	\$39,800	\$40,000
14	\$41,100	\$40,900	\$41,000
15	\$42,300	\$42,350	\$42,100
16	\$43,600	\$43,600	\$43,600
17	\$44,900	\$44,900	\$44,900
18	\$46,100	\$46,300	\$46,300
19	\$47,200	\$47,400	\$47,600
20	\$48,300	\$48,600	\$49,000
Off Guide	\$59,150	\$60,200	\$61,050
Off Guide	\$67,150	\$68,130	\$69,030

SUPPORT STAFF SALARY GUIDE 2012-2013 THROUGH 2014-2015

Custodians & Grounds

Fiscal Year	2012-2013	2013-2014	2014-2015
Level	Salary	Salary	Salary
1	\$27,000	\$27,200	\$27,400
2	\$27,500	\$27,600	\$27,900
3	\$28,000	\$28,100	\$28,300
4	\$28,450	\$28,560	\$28,750
5	\$29,270	\$29,020	\$29,250
6	\$30,250	\$29,860	\$29,750
7	\$31,390	\$30,850	\$30,600
8	\$32,000	\$32,020	\$31,730
9	\$32,800	\$32,640	\$32,750
10	\$33,500	\$33,400	\$33,650
11	\$35,000	\$34,600	\$34,600
12	\$36,470	\$35,900	\$35,600
13	\$37,920	\$37,200	\$37,000
14	\$39,390	\$38,680	\$38,130
15	\$40,450	\$40,180	\$39,280
16	\$42,100	\$41,260	\$41,000
17	\$43,700	\$43,000	\$43,000
18	\$45,300	\$44,570	\$44,600
19	\$46,220	\$46,220	\$46,300
20	\$48,300	\$47,200	\$47,500
Off Guide:			\$48,100
Off Guide:	\$49,000	\$49,900	\$50,810
Off Guide	\$59,120	\$60,160	\$61,025

SALARY GUIDE SUPPORT HOURLY 2012-2013 THROUGH 2014-2015

<u>Bus Drivers</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Starting Prior to July 1, 2006	\$22.45	\$22.75	\$23.10
Starting July 1, 2006 to June 30, 2009	\$16.15	\$16.45	\$16.80
Category 1	\$15.70	\$16.00	\$16.35
Category 2	\$15.25	\$15.55	\$15.90
Category 3	\$14.95	\$15.25	\$15.55

	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
<u>Computer Technician</u>	\$16.15	\$16.45	\$16.80
PT secretary	\$16.15	\$16.45	\$16.80
Courier (starting prior to July1,2009)	\$12.65	\$12.95	\$13.30
Security (starting prior to July1,2009)	\$21.52	\$21.82	\$22.17

<u>Aides</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Starting Prior to July 1, 2006	\$21.52	\$21.82	\$22.17
Starting July 1, 2006 to June 30, 2009	\$16.15	\$16.45	\$16.80

<u>PT Custodians</u>	<u>2012-2013</u>	<u>2013-2014</u>	<u>2014-2015</u>
Category 1	\$8.95	\$9.25	\$9.60
Category 2	\$9.35	\$9.65	\$10.00
Category 3	\$11.80	\$12.10	\$12.45

Any new hires starting salary will be based on individual negotiations.
Once their rate is established, they will receive raises as per the negotiated contract.